



Patent  
269/084  
24730-7028

#  
18

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of:

Christopher G. M. Ken, et al.

Serial No. 09/523,585

Filed: March 10, 2000

For: DETACHABLE ANEURYSM NECK  
BRIDGE (III)

) Group Art Unit: 3731

) Examiner: G. Phanijphand

RECEIVED

DEC - 6 2002

TECHNOLOGY CENTER R3700

TERMINAL DISCLAIMER UNDER 37 CFR 1.321(c)

Commissioner for Patents  
Washington, D.C. 20231

Sir:

SCIMED Life Systems, Inc. is the owner of all rights, title, and interest in and to the above-identified application (hereinafter, the "immediate application") pursuant to an assignment recorded in the Patent and Trademark Office to SCIMED Life Systems, Inc. at Reel 9692, Frame 0472.

The evidentiary documents have been reviewed, and, as of the signing of this Terminal Disclaimer, to the best of assignee's and the undersigned's knowledge and belief, SCIMED Life Systems, Inc. is still the owner of all such rights, title, and interest. SCIMED Life Systems, Inc. hereby disclaims, except as provided below, the terminal part of any patent granted on the immediate application that would extend beyond the term of U.S. Patent No. 6,086,577, and hereby agrees that any patent so granted on the immediate application shall be enforceable only for and during such period that the

12/04/2002 BABRAHA1 00000074 501189 09523585

02 FC:1614 110.00 CH

52093971.1/24730-7028

legal title to said patent granted on the immediate application shall be the same as the legal title to that granted on U.S. Patent 6,086,577, and that this agreement is to run with any patent granted on the immediate application and be binding upon the grantee, its successors, and/or assigns.

In making the above disclaimer, SCIMED Life Systems, Inc. does not disclaim the terminal part of any patent granted on the immediate application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of U.S. Patent No. 6,086,577, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

I, David T. Burse of the law firm of Bingham McCutchen LLP, represent that I am a representative authorized to make this disclaimer on behalf of SCIMED Life Systems, Inc.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements are made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

BINGHAM McCUTCHEN LLP

Date: 11-20-02

By DT Burse  
David T. Burse  
Reg. No. 37,104  
Attorney for Applicants

BINGHAM MCCUTCHEN LLP  
1900 University Avenue  
East Palo Alto, CA 94303-2223  
(650) 849-4400  
(650) 849-4800 Fax